

## Attachment 2

### SOUTHERN COMMUNITY ECONOMIC DEVELOPMENT SERVICE AGREEMENT FOR ELECTORAL AREA B (Economic Development Services, 2017-2020)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BETWEEN

**GABRIOLA ISLAND CHAMBER OF COMMERCE**

#6 – 480 North Road

Gabriola, B.C.

V0R 1X0

("GICC")

OF THE FIRST PART

AND

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road

Nanaimo, B.C.

V9T 6N2

(the "Regional District")

OF THE SECOND PART

WHEREAS:

- A. The business community in Electoral Area B is represented by the Gabriola Island Chamber of Commerce ("GICC");
- B. The objective of the GICC is "to promote and improve trade and commerce and the economic health of the district";
- C. The Regional District has by Southern Community Economic Development Service Establishing Bylaw No. 1648, 2011 established the Southern Community Economic Development Service within the boundaries of Electoral Areas A, B, and C for the purpose of promoting economic development in the Service Area or that might benefit the Service Area;
- D. The Regional District wishes to provide for the service of promoting economic development within or that may benefit Electoral Area B by way of an agreement with GICC;
- E. The Regional District has authority under section 263(1)(a) of the Local Government Act to enter into this Agreement with GICC.

NOW THEREFORE in consideration of the foregoing and the covenants and agreements set out in this Agreement, the parties covenant and agree each with the other as follows:

## **1.0 DEFINITIONS**

"**Service Fee**" means the amount payable by the Regional District to GICC in accordance with section 5 of this Agreement;

"**Service Area**" means Electoral Area B of the Regional District;

"**Service**" means the service of promoting tourism and economic development including marketing in or that may benefit the Service Area, as more particularly described in Section 7 of this Agreement.

## **2.0 PURPOSE OF THE AGREEMENT**

2.1 The purpose of this Agreement is to provide for the terms and conditions for the provision of a service by GICC to the Regional District relating to programs and projects designed to provide tourism marketing for the Service Area.

## **3.0 SERVICE**

3.1 The GICC shall provide the Service to the Regional District.

## **4.0 TERM**

4.1 The term of this Agreement shall be from the 1<sup>st</sup> day of November, 2017 to the 31<sup>st</sup> day of March, 2020 (the "Term"), unless earlier unilaterally terminated by the RDN in its sole discretion on two weeks' written notice to the GICC.

## **5.0 REGIONAL DISTRICT SERVICE FEE**

5.1 In consideration for the Service the Regional District shall pay to the GICC the Service Fee.

5.2 The Service Fee shall only be provided to the GICC subject to the following requirements being met to the satisfaction of the RDN:

1. A report on progress and outcomes provided on a monthly basis;
2. A report that links Key Performance indicators to actions provided on a quarterly basis.
3. Provision of an annual report that clearly shows the link between the actions of the GICC and economic benefits to Gabriola Island;
4. A report that shows how funding from the RDN has resulted in funding from other sources.

- 5.3 The Regional District shall pay to the GICC a Service Fee as follows:
1. For the period commencing November 1, 2017 and ending March 31, 2018, TWENTY NINE THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$29,925.00) on November 1<sup>st</sup> 2017.
  2. For the period commencing April 1, 2018 and ending March 31, 2019, SIXTY FIVE THOUSAND DOLLARS (\$65,000) on August 1, 2018
  3. For the period commencing April 1, 2019 and ending March 31, 2020, SIXTY FIVE THOUSAND DOLLARS (\$65,000) on August 1, 2019

## **6.0 COMMITMENTS OF THE REGIONAL DISTRICT**

- 6.1 The Regional District shall engage and inform the staff of the GICC of matters that may be of relevance to the delivery of the Service.

## **7.0 SERVICE**

- 7.1 The Service to be provided by the GICC to the Service Area, under this Agreement includes but is not limited to:
- (a) Economic development and tourism marketing in accordance with Attachment 1 – Gabriola Island’s Economic Development Plan for 2017-2019.
  - (b) Preparation and presentation of reports regarding the activities of the GICC related to the Service, including the following reporting in accordance with Attachment 1:
    - i. Annual Work/Operations Plan
    - ii. Progress and Outcomes reported on a monthly basis
    - iii. KPIs linked to actions reported on a quarterly basis
  - (c) Preparation and presentation of a Human Resource Plan, Financial Plan and a Communications Plan in accordance with Attachment 1.

## **8.0 NO LEGAL PARTNERSHIP**

- 8.1 Nothing in this Agreement shall be interpreted as creating an agency, legal partnership or joint venture relationship between the GICC and the Regional District. The GICC will be an independent contractor of the Regional District.

## **9.0 INDEMNITY**

- 9.1 The GICC will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of GICC in performing the functions and responsibilities of GICC under the terms of this agreement or GICC’s breach of the terms of this Agreement.

**10.0 NOTICE**

10.1 It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given if:

- (a) delivered at the time of delivery; and
- (b) mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

if to the GICC: #6 – 480 North Road  
Gabriola, B.C.  
V0R 1X0  
Attention: Chamber Manager

if to the Regional District: 6300 Hammond Bay Road  
Nanaimo, B.C.  
V9T 6N2  
Attention: Corporate Officer

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth in this Section of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

**11.0 TIME**

11.1 Time shall be of the essence of this Agreement.

**12.0 BINDING EFFECT**

12.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assigns.

**13.0 WAIVER**

- 13.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

#### **14.0 CUMULATIVE REMEDIES**

- 14.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

#### **15.0 ENTIRE AGREEMENT**

- 15.1 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date hereof with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the subject matter hereof and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

#### **16.0 FURTHER ASSURANCES**

- 16.1 Each of the parties will do, execute or deliver or cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

#### **17.0 AMENDMENT**

- 17.1 No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless they are reduced to in writing and duly executed by all parties to this Agreement.

#### **18.0 STATUTORY POWERS**

- 18.1 Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by the Regional District of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.

#### **19.0 ASSIGNMENT**

- 19.1 No assignment of this Agreement shall be made by either party without the written consent of the other. A party's consent to assign will not release or relieve the party from its obligations to perform all the terms, covenants and conditions that this Agreement requires a party to perform and the party requesting the assignment shall pay the other party's reasonable costs incurred in connection with the party's request for consent.

**20.0 GOVERNING LAW**

20.1 This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

**Gabriola Island Chamber of Commerce** )  
by its authorized signatories )

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Name: )

**REGIONAL DISTRICT OF NANAIMO** )  
by its authorized signatories )

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Name: )  
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